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OFFICE OF THE GENERAL COUNSEL

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September 19, 1956

MEMORANDUM FOR MR. OSCAR GRAY

Enclosed as per our telephone conversation is a draft of the proposed Libyan bilateral for your comments.

B. Forman

BENJAMIN FORMAN

Enclosure

Mutual Defense Assistance Agreement
Between
the Government of the United States of America
AND
the Government of the United Kingdom of Libya

711.5-MSP/9-1956

817997

DEPARTMENT OF STATE A/CDC/MR

REVIEWED BY G.M. Razi, DATE May 6, 1982

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MUTUAL DEFENSE ASSISTANCE AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA

(See dispatch No. 1 dated 11/15/54 for transmittal request to Department)

The Government of the United States of America and the Government of the United Kingdom of Libya,

Desiring to foster international peace and security within the framework of the Charter of the United Nations through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to participate effectively in arrangements for self-defense in support of those purposes and principles;

Reaffirming their determination to give their full cooperation to the efforts to provide the United Nations with armed forces as contemplated by the Charter and to United Nations collective defense arrangements and measures, and to efforts to obtain agreement on universal regulation and reduction of armaments under adequate safeguards to protect complying nations against violation and evasion;

Taking into consideration the support which the Government of the United States has brought to these principles by enacting the Mutual Security Act of 1954, as amended;

Desiring to set forth the conditions which will govern the furnishing and use of such assistance, consistent with the Charter of the United Nations;

Have agreed:

ARTICLE I

1. The Government of the United States will make available to the Government of Libya such equipment, materials, services or other assistance as the Government of the United States may authorize in accordance with such terms and conditions as may be agreed. The furnishing of such assistance by the Government of the United States pursuant to this Agreement will be subject to the terms, conditions and termination provisions of the Mutual Security Act of 1954, acts amendatory or supplementary thereto, appropriation acts thereunder, or any other applicable legislative provisions, and will be related in character, timing and amount to international developments in the area. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

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2. The Government of Libya will use this assistance exclusively to maintain its internal security and for its legitimate self-defense; and Libya will not undertake any act of aggression against any other nation. The Government of Libya will not, without the prior agreement of the Government of the United States, devote such assistance to purposes other than those for which it was furnished.

3. Arrangements will be entered into under which equipment and materials furnished pursuant to this Agreement and no longer required or used exclusively for the purposes for which originally made available will be offered for return to the Government of the United States.

4. The Government of Libya will not transfer to any person not an officer or agent of that Government, or to any other nation, title to or possession of any equipment, materials, property, information, or services received under this Agreement, without the prior consent of the Government of the United States.

5. The Government of Libya will take such security measures as may be agreed in each case between the two Governments in order to prevent the disclosure or compromise of classified military articles, services or information furnished pursuant to this Agreement.

6. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

7. The two Governments will establish procedures whereby the Government of Libya will so deposit, segregate or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States so that such funds shall not, except as may otherwise be mutually agreed, be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

ARTICLE II

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them relating to the exchange of patent rights and technical information for defense which will expedite such exchanges and at the same time protect private interests and maintain necessary security safeguards.

ARTICLE III

1. The Government of Libya will make available to the Government of the United States Libyan currency for the use of the latter Government for its administrative and operating expenditures in connection with carrying out the purposes of this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such currency

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and to agreeing upon arrangements for the furnishing of such funds.

2. The Government of Libya will, except as may otherwise be mutually agreed, grant duty-free treatment on importation or exportation and exemption from internal taxation upon products, property, materials, or equipment imported into its territory in connection with this Agreement or any similar Agreement between the Government of the United States and the Government of any other country receiving military assistance.

3. Tax relief will be accorded to all expenditures in Libya by, or on behalf of, the Government of the United States for the common defense effort, including expenditures for any foreign aid program of the United States. The Government of Libya will establish procedures satisfactory to both Governments so that such expenditures will be net of taxes.

ARTICLE IV

1. The Government of Libya will receive personnel of the Government of the United States who will discharge in its territory the responsibilities of the Government of the United States under this Agreement. Such personnel will be accorded facilities and authority to observe and review on a continuous basis the progress and utilization of the assistance furnished pursuant to this Agreement, and will be provided with such information with respect to these matters as they may require for this purpose. Such personnel who are United States nationals, including personnel temporarily assigned, will, in their relations with the Government of Libya, operate as part of the Embassy of the United States of America under the direction and control of the Chief of the Diplomatic Mission, and will have the same privileges and immunities as are accorded other personnel with corresponding rank of the Embassy of the United States who are United States nationals.

2. The Government of Libya will grant exemption from import and export duties on personal property imported for the personal use of such personnel or of their families and will take reasonable administrative measures to facilitate and expedite the importation and exportation of the personal property of such personnel and their families.

ARTICLE V

1/ 1. The Government of Libya will:

(a) join in promoting international understanding and goodwill, and maintaining world peace;

(b) take such action as may be mutually agreed upon to eliminate causes of international tension;

(c) make, consistent with its political and economic stability, the full contribution permitted by its

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manpower, resources, facilities and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;

(d) take all reasonable measures which may be needed to develop its defense capacities; and

(e) take appropriate steps to insure the effective utilization of the assistance provided ~~under this agreement.~~ by the United States Government.

2. (a) The Government of Libya will, consistent with the Charter of the United Nations, furnish to the Government of the United States, or to such other governments as the Parties hereto may in each case agree upon, such equipment, materials, services or other assistance as may be agreed upon in order to increase their capacity for self-defense and to facilitate their effective participation in the United Nations system for collective security.

(b) In conformity with the principle of mutual aid, the Government of Libya will facilitate the production and transfer to the Government of the United States, for such period of time, in such quantities and upon such terms and conditions as may be agreed upon, of raw and semi-processed materials required by the United States as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Libya. Arrangements for such transfers shall give due regard to reasonable requirements of Libya for domestic use and commercial export.

ARTICLE VI

In the interest of their mutual security the Government of Libya will cooperate with the Government of the United States in taking measures designed to control trade with nations which threaten the maintenance of world peace.

ARTICLE VII

1. This Agreement shall enter into force on the date of signature and will continue in force until one year after the receipt by either party of written notice of the intention of the other party to terminate it, except that the provisions of Article I, paragraphs 2 and 4, and arrangements entered into under Article I, paragraphs 3, 5 and 7, and under Article II, shall remain in force unless otherwise agreed by the two Governments.

2. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

3. This Agreement shall be registered with the Secretariat of the United Nations.

Done in two copies at ... the ... day of ... one thousand nine hundred ...

For the Govt of U. S. of America ... For the Gov of Un of Libya

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MUTUAL DEFENCE ASSISTANCE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LIBYA

The Government of the United States of America and the Government of Libya,

Desiring to foster international peace and security within the framework of the Charter of the United Nations through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to participate effectively in arrangements for individual and collective self-defence in support of those purposes and principles;

Reaffirming their determination to give their full co-operation to the efforts to provide the United Nations with armed forces as contemplated by the Charter and to participate in United Nations collective defence arrangements and measures, and to obtain agreement on universal regulation and reduction of armaments under adequate guarantee against violation or evasion;

Taking into consideration the support which the Government of the United States has brought to these principles by enacting the Mutual Security Act of 1954, as amended;

Desiring to set forth the conditions which will govern the furnishing of such assistance;

Have agreed:

ARTICLE I

1. The Government of the United States will make available to the Government of Libya such equipment, materials, services or other assistance as the Government of the United States may authorize in accordance with such terms and conditions as may be agreed. The furnishing and use of such assistance shall be consistent with the Charter of the United Nations. Such assistance as may be made available by the Government of the United States pursuant to this Agreement will be furnished under the provisions and subject to all the terms, conditions and termination provisions of the Mutual Security Act of 1954, acts amendatory or supplementary thereto, appropriation acts thereunder, or any other applicable legislative provisions. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

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2. The Government of Libya will use this assistance exclusively to maintain its internal security, its legitimate self-defence, or to permit it to participate in United Nations collective security arrangements and measures, and Libya will not undertake any act of aggression against any other nation. The Government of Libya will not, without the prior agreement of the Government of the United States, devote such assistance to purposes other than those for which it was furnished.

3. Arrangements will be entered into under which equipment and materials furnished pursuant to this Agreement and no longer required or used exclusively for the purposes for which originally made available will be offered for return to the Government of the United States.

4. The Government of Libya will not transfer to any person not an officer or agent of that Government, or to any other nation, title to or possession of any equipment, materials, property, information, or services received under this Agreement, without the prior consent of the Government of the United States.

5. The Government of Libya will take such security measures as may be agreed in each case between the two Governments in order to prevent the disclosure or compromise of classified military articles, services or information furnished pursuant to this Agreement.

6. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

7. The two Governments will establish procedures whereby the Government of Libya will so deposit, segregate or assure title to all funds allocated to or derived from any programme of assistance undertaken by the Government of the United States so that such funds shall not, except as may otherwise be mutually agreed, be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

ARTICLE II

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them relating to the exchange of patent rights and technical information for defence which will expedite such exchanges and at the same time protect private interests and maintain necessary security safeguards.

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ARTICLE III

1. The Government of Libya will make available to the Government of the United States Libyan currency for the use of the latter Government for its administrative and operating expenditures in connection with carrying out the purposes of this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such currency and to agreeing upon arrangements for the furnishing of such funds.

2. The Government of Libya will, except as may otherwise be mutually agreed, grant duty-free treatment on importation or exportation and exemption from internal taxation upon products, property, materials or equipment imported into its territory in connection with this Agreement or any similar Agreement between the Government of the United States and the Government of any other country receiving military assistance.

3. Tax relief will be accorded to all expenditures in Libya by, or on behalf of, the Government of the United States for the common defence effort, including expenditures for any foreign aid programs of the United States. The Government of Libya will establish procedures satisfactory to both Governments so that such expenditures will be net of taxes.

ARTICLE IV

1. The Government of Libya will receive personnel of the Government of the United States who will discharge in its territory the responsibilities of the Government of the United States under this Agreement. Such personnel will be accorded facilities and authority to observe the progress and utilization of the assistance furnished pursuant to this Agreement, and will be provided with such information with respect to these matters as the Government of the United States may require. Such personnel who are United States nationals, including personnel temporarily assigned, will, in their relations with the Government of Libya, operate as part of the Embassy of the United States of America under the direction and control of the Chief of the Diplomatic Mission, and will have the same privileges and immunities as are accorded other personnel with corresponding rank of the Embassy of the United States who are United States nationals. Upon appropriate notification by the Government of the United States the Government of Libya will grant full diplomatic status to the senior military member assigned under this Article and the senior Army, Navy and Air Force officers and their respective immediate deputies.

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2. The Government of Libya will grant exemption from import and export duties on personal property imported for the personal use of such personnel or of their families and will take reasonable administrative measures to facilitate and expedite the importation and exportation of the personal property of such personnel and their families.

ARTICLE V

1. The Government of Libya will:

(a) join in promoting international understanding and goodwill, and maintaining world peace;

(b) take such action as may be mutually agreed upon to eliminate causes of international tension;

(c) fulfill the military obligations, if any, which it has assumed under multilateral or bilateral agreements or treaties to which the United States is a party;

(d) make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;

(e) take all reasonable measures which may be needed to develop its defence capacities; and

(f) take appropriate steps to insure the effective utilization of the economic and military assistance provided by the United States.

2. (a) The Government of Libya will, consistent with the Charter of the United Nations, furnish to the Government of the United States, or to such other governments as the Parties hereto may in each case agree upon, such equipment, materials, services or other assistance as may be agreed upon in order to increase their capacity for individual and collective self-defence and to facilitate their effective participation in the United Nations system for collective security.

(b) In conformity with the principle of mutual aid, the Government of Libya will facilitate the production and transfer to the Government of the United States, for such period of

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time, in such quantities and upon such terms and conditions as may be agreed upon, of raw and semi-processed materials required by the United States as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Libya. Arrangements for such transfers shall give due regard to reasonable requirements of Libya for domestic use and commercial export.

ARTICLE VI

In the interest of their mutual security the Government of Libya will co-operate with the Government of the United States in taking measures designed to control trade with nations which threaten the maintenance of world peace.

ARTICLE VII

1. This Agreement shall enter into force on the date of signature and will continue in force until one year after the receipt by either party of written notice of the intention of the other party to terminate it, except that the provisions of Article I, paragraphs 2 and 4, and arrangements entered into under Article I, paragraphs 3, 5 and 7, and under Article II, shall remain in force unless otherwise agreed by the two Governments.

2. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

3. This Agreement shall be registered with the Secretariat of the United Nations.

Done in two copies at the day of one thousand nine hundred and fifty .

For the Government of the United States of America

For the Government of Libya

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